

SUBDIVISION AGREEMENT

SOUTH PARK SUBDIVISION
LOT 2, BLOCK 4, ANDERSEN SUBDIVISION
IN THE CITY OF ALBION,
BOONE COUNTY, NEBRASKA

This agreement is made and entered into this ____ day of _____, 2024 by and between the City of Albion, Nebraska, hereinafter referred to as “The City” and the Albion Development Company, Inc., hereinafter referred to as “The Developers”.

WHEREAS, the Developers are the owners of certain property situated in the City of Albion, Boone County, Nebraska, and legally described as follows:

Lot 2, Block 4, Andersen Second Subdivision, City of Albion, Boone County, Nebraska

WHEREAS, the Developers wish to plat said property and hereby submit to the City as provided by law, an accurate Subdivision Plat to be known as SOUTH PARK SUBDIVISION, LOT 2, BLOCK 4, ANDERSEN SUBDIVISION IN THE CITY OF ALBION, BOONE COUNTY, NEBRASKA; and,

WHEREAS, the City of Albion finds a public benefit to the public by construction and installation of a public sewer main extension through the proposed subdivision which will provide public sewer access to the public campground’s south addition; and,

WHEREAS, the City of Albion finds a public benefit to the public by construction and installation of a public water main extension through the proposed subdivision which will provide an additional looped water main entrance point from the water system's production wells and water tower sites to the public water distribution system; and,

WHEREAS, new subdivisions are subject to certain required minimum improvements as specified by City ordinances.

IT IS, THEREFORE, agreed by the parties contained herein as follows:

GENERAL CONDITIONS:

1. Grading and Drainage: The Developers shall be responsible for paying for all project site grading improvements. The parties agree that the developer will provide a grading and drainage plan for the subdivision at the time that the lots are developed. The parties further agree that stormwater quality best management practices will be installed and maintained by the lot owners.
2. Public Sanitary Sewer: The City agrees to construct a new 8" sanitary sewer main on Park View Street. The sanitary sewer line on Park View Street will be connected to an existing 8" sanitary sewer line on 8th Street. Lots in the subdivision will be served by the new sanitary sewer mains. The City shall pay for 100% of all costs associated with the construction and installation of all the public sanitary sewer mains in the subdivision on Park View Street.
3. Private Sanitary Sewer: The Developers agree to construct private sanitary sewer service lines for each platted lot according to the city's requirements within twelve (12) months of substantial completion of the public sanitary sewer main extension. The Developers shall pay for 100% of all costs associated with the construction and installation of private service lines to individual lots in the subdivision on Park View Street.
4. Public Water: The City agrees to construct a new 6" water main on Park View Street. The City shall pay for 100% of all costs associated with the construction and installation of the public water main in the subdivision on Park View Street.
5. Private Water: The Developers agree to construct private water service lines for each platted lot according to the city's requirements within twelve (12) months of substantial completion of the public water main extension. The Developers shall pay for 100% of all costs associated with the construction and installation of private water service lines to individual lots in the subdivision.
6. Street Improvements: The Developers agree to construct public street paving upon Park View Street according to the city's requirements within twelve (12) months of substantial completion of the public sanitary sewer and water main extensions. The Developers shall pay for 100% of all costs associated with the construction and installation of required Park View Street Improvements.

7. Developer Guarantee: This Subdivision Development Agreement serves as the Developers' guarantee to the City regarding the improvements required by the City Subdivision Regulations.

MISCELLANEOUS

1. This agreement terminates and repeals all terms associated with any and all previous development agreements for said property.
2. The Developers agree to pay to the City an amount of two hundred fifty dollars (\$250.00) per calendar day in liquidated damages for each day beyond the time outlined in the General Conditions that the private water service lines, private sewer service lines, and public street paving improvements are not completed.
3. The Developers agree to hold the City of Albion harmless from any liability and claims arising out of and relative to the development of this Subdivision, including the determination of wetlands as defined in the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environmental Quality.
4. The Developers agree to keep the public right-of-way free from accumulation of water, waste material, weeds or rubbish, and to maintain the finished street surfaces free from dirt caused by their operations during the construction phase.
5. This Agreement shall run with the land and be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.



JEFF JARECKI, PRESIDENT
ALBION DEVELOPMENT COMPANY, INC.

ATTEST:

CITY OF ALBION, NEBRASKA
A Municipal Corporation

City Clerk

Mayor

(S E A L)

Approved as to form: _____
City Attorney

